

UNITED STATES DISTRICT COURT  
FOR THE  
DISTRICT OF MASSACHUSETTS

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WEN Y. CHIANG,  
Plaintiff

v.

BANK OF AMERICA, MBNA AMERICA  
BANK and FIA CARD SERVICES,  
Defendants

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CIVIL ACTION NO.  
08-11908 RWZ

**AFFIDAVIT OF WEN Y. CHIANG**

I, Wen Y. Chiang, under oath, state the following:

1. I am the plaintiff in this action.
2. I never agreed to overdraft protection for my account. Defendants have submitted a document and alleged that I signed it to request overdraft protection. I asked to review this document. The Bank of American employee told me it was not necessary to review the document since it was only to obtain an **ATM card agreement**. *See* my deposition transcript, p. 21, attached to **Affidavit of Dean Carnahan**, filed herewith. I later went to Bank of America to complain about the charges for overdraft protection and Bank of America agreed to stop these charges. *Id.* at pp. 25-26. **Bank of America also agreed to gave me the credit back to my account when I filed complaint on November 6, 2008 at the Arlington Branch of Bank of America.**

3. Bank of America illegally charged me for this overdraft protection on the statement for July 2008 (Doc. 52-1, p. 22), on the statement for September 2008 (Id. at p. 27) and on the statement for November 2008 (Id., p. 31), each in the amount of \$10.00.

4. I had an unauthorized charge on my account from RCN on September 28, 2008 and November 3, 2008. I complained about this unauthorized charge to Bank of America in writing and in person. Bank of America gave me a temporary credit, but then removed the credit. Bank of America knew that this RCN charge was an unauthorized charge, since Bank of America verified that I paid RCN \$381.24 from my Bank of America debit card and RCN later charged this same amount to my credit card. This unauthorized charge should have been removed from my balance by Bank of America. Bank of America illegally charged me interest on this \$381.54 unauthorized charge from November 3, 2008 to August 25, 2009 and at an interest rate of 20%, the interest overcharge is \$97.02.

5. Bank of America charged me illegal interest. On my February 2008 statement (Doc. 52-1, p. 7), my interest rate for purchases was 17.49%. On my March 2008 statement (Doc. 52-1, p. 9), my interest rate was 27.74%. This 10% interest rate increase on my balance of \$3,354.47 resulted in extra, illegal interest of \$335.47 for this month alone. With the high, illegal interest and all of the unauthorized charges by Bank of America, I believe that I only owe Bank of America about \$1,500.

6. Bank of America illegally charged me over limit fees in my November 2008 statement (Doc. 52-1, p. 31) and in my May 2009 statement (Doc. 52-1, p. 43), in the amount of \$39.00 for each month. I was not over limit in either month because of the unauthorized charge of \$382.54 from RCN that Bank of America refused to remove and because of the illegal interest charges set

forth in the previous paragraph. Deducting this unauthorized charge and the illegal interest charge from my balance for each of these two months brings the accurate balance below my credit limit.

7. Bank of America did not send me any monthly statement after January 2009.

8. My account ending in 9211 was the subject matter of my prior case against MBNA America Bank and FIA Card Services. However, all of the allegations in that prior case ended in March 2007. After March 2007, Bank of America continued to place unauthorized charges on my account and continued to report erroneous, negative information to credit reporting agencies later in 2007, in 2008 and continuing to the present day.

9. Attached hereto as **Exhibit A** are the following written communications that I mailed or written communications that I received:

- a. Letter to Bank of America dated July 21, 2008;
- b. Cardholder Claim Statement dated November 3, 2008;
- c. Letter to TransUnion dated November 5, 2008;
- d. Discover Card Notice dated November 15, 2008;
- e. Letter to Equifax dated December 23, 2008;
- f. Credit report of Equifax dated January 5, 2009;
- g. Credit report of Experian dated January 12, 2009;
- h. Letter to Bank of America dated March 5, 2009;
- i. Cardholder Claim Statement dated March 27, 2009 with account statement showing unauthorized charge of \$381.54 on November 23, 2008 and one illegal charge for overdraft protection;

- j. Letter from Bank of America dated June 4, 2009;
- k. Letter to Bank of America dated June 9, 2009;
- l. Letter from Bank of America dated June 18, 2009;
- m. Letter from Bank of America dated June 22, 2009;
- n. Letter to Bank of America dated June 29, 2009;
- o. Letter to Bank of America Dispute Resolution date June 29, 2009; and
- p. Letter to Bank of America dated July 21, 2009.

Signed under the pains and penalties of perjury this 26<sup>th</sup> day of August 2010.

/s/ Wen Y. Chiang  
Wen Y. Chiang